

A. G. Contract No. KR90-1291TRD
ECS File: JPA-89-150
Project: 143-MA-1/H204501D
Hohokam Expressway
Section: No. Salt River
Channel @ SR 153

58071 C91-14

INTERGOVERNMENTAL AGREEMENT
AMONG
THE STATE OF ARIZONA,
THE CITY OF PHOENIX
AND
THE CITY OF TEMPE

THIS AGREEMENT is entered into 17 May, 1991, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), the CITY OF PHOENIX, acting by and through its City Council ("Phoenix") and the CITY OF TEMPE, acting by and through its City Council ("Tempe").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Phoenix is empowered by Arizona Revised Statutes Section 48-572 and provisions in the City Charter, Chapter 2 Section 2, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of Phoenix.

3. Tempe is empowered by Arizona Revised Statutes Section 48-572 and provisions in the City Charter, Section 103, to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of Tempe.

NO. 15650
FILED WITH SECRETARY OF STATE
Date Filed 05/17/91
Richard Mahoney
Secretary of State
By Vicary Greenwald

4. It is to the mutual advantage of the State, Phoenix and Tempe to provide water and landscape certain areas within the right of way on SR-153, and to facilitate the use of the Cities' water systems as outlined on Exhibits "A" and "B", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. State will prepare plans for the landscape project and submit them to Phoenix and Tempe for review and comment.

2. Phoenix shall furnish all water for landscape installation during the construction contract and all water thereafter necessary to properly maintain the landscape in the area north of the Salt River Channel within the City of Tempe, approximately 9.0 acres more or less, as outlined on Exhibit "A", at Phoenix expense.

3. Tempe shall furnish all water for landscape installation during the construction contract and all water thereafter necessary to properly maintain the landscape in the area south of the Salt River Channel to the I-10 T.I. west of the Hohokam Expressway within the City of Phoenix, approximately 6.6 acres more or less, as outlined on Exhibit "A", at Tempe expense.

4. Tempe will be responsible for any additional upgrades in landscaping above the State standard and remit payment to the State 45 days after receipt of invoice.

5. State will invoice Tempe for additional upgrades upon Tempe's approval of the plans.

6. Phoenix and Tempe shall furnish and install necessary water services from water mains for their respective locations to be maintained, as outlined on Exhibit "B".

7. After construction, Phoenix and Tempe shall maintain the landscaping and irrigation system within the designated right of way and shall furnish all electrical power necessary to maintain the landscaping within the designated area as outlined on Exhibit "B".

8. Phoenix and Tempe hereby agree to maintain the landscaping and irrigation system. Maintenance shall consist of the care of all landscaping in accordance with accepted

horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, testing, adjusting, repairing and operation of the irrigation system and the repair of all erosion to maintain the final grade established at the completion of the project. Maintenance shall be conducted in a manner to minimize traffic congestion.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless any of the parties shall give notice in writing to the others not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. It is understood and agreed that, in the event this agreement is terminated by either City, the State shall in no way be obligated to maintain said landscaping.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

City of Phoenix
Street Transportation Department
125 E. Washington
Phoenix, AZ 85004

City of Tempe
Public Works Department
31 East 5th Street
P. O. Box 5002
Tempe, AZ 85281

7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PHOENIX, a Municipal Corporation
FRANK FAIRBANKS, City Manager

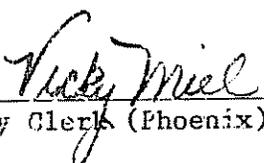
STATE OF ARIZONA
Department of Transportation

By 
JAMES H. MATTESON, Director
Street Transportation Dept.

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

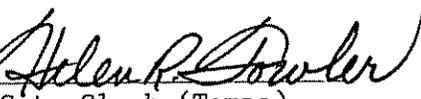
Attest:

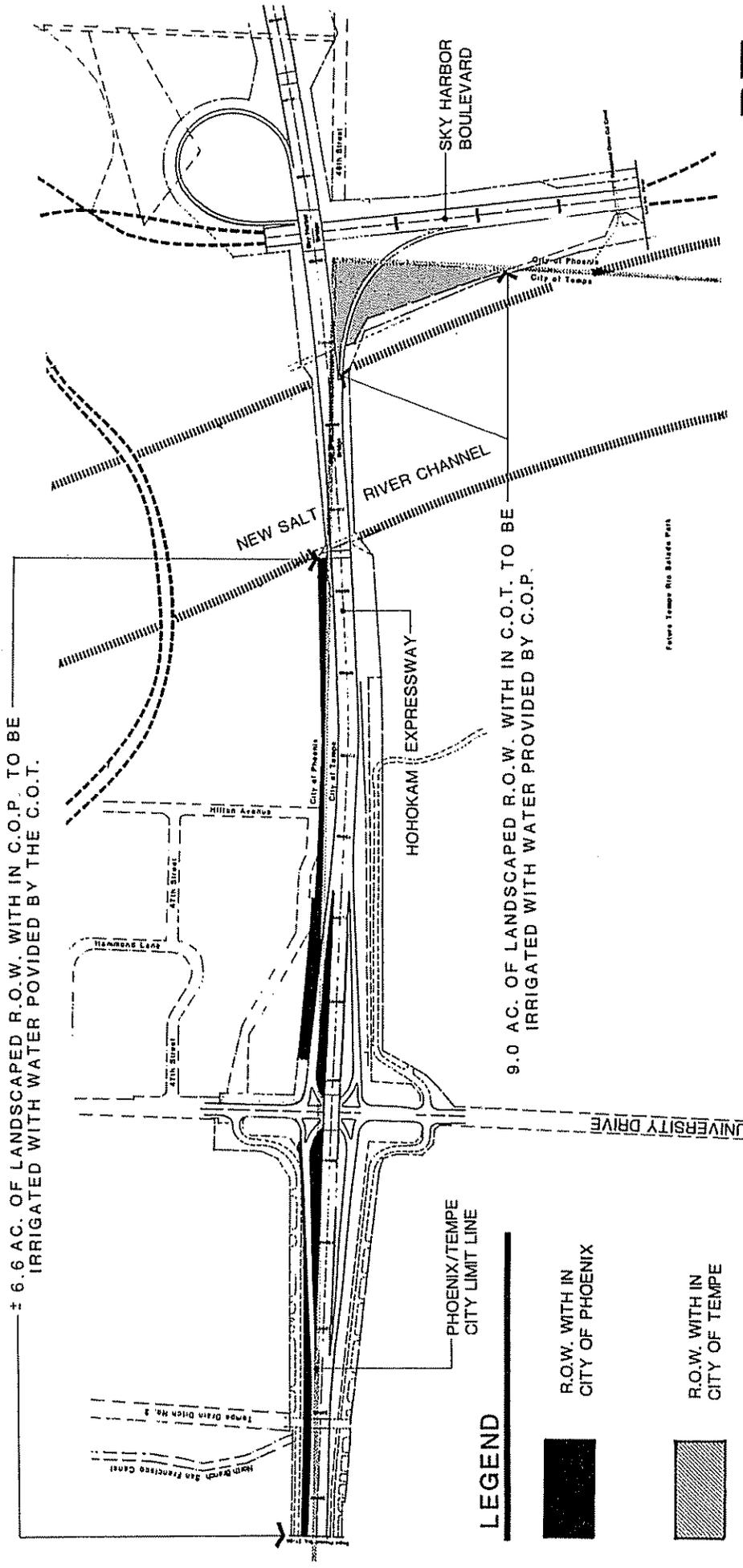
CITY OF TEMPE

By 
City Clerk (Phoenix)

By 
HARRY E. MITCHELL, Mayor

Attest:

By 
City Clerk (Tempe)



± 6.6 AC. OF LANDSCAPED R.O.W. WITH IN C.O.P. TO BE IRRIGATED WITH WATER PROVIDED BY THE C.O.T.

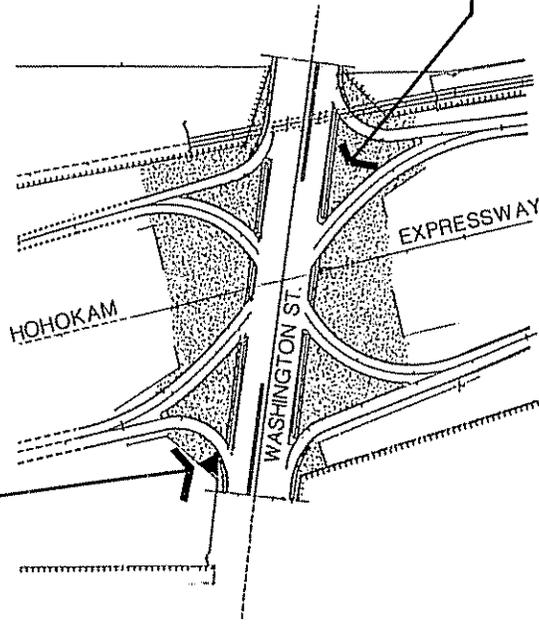
9.0 AC. OF LANDSCAPED R.O.W. WITH IN C.O.T. TO BE IRRIGATED WITH WATER PROVIDED BY C.O.P.

LEGEND

-  R.O.W. WITH IN CITY OF PHOENIX
-  R.O.W. WITH IN CITY OF TEMPE

WATER TRADE AGREEMENT EXHIBIT A

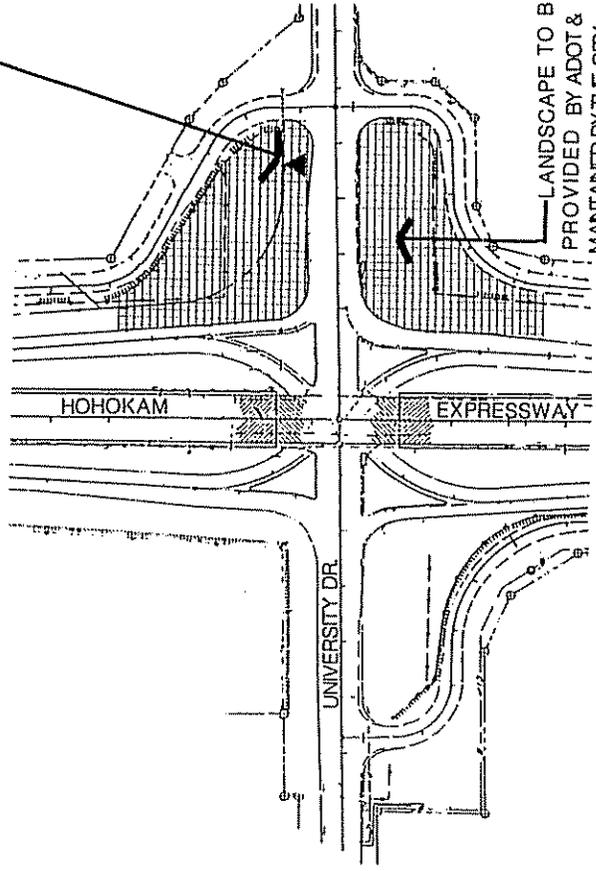
P.O.C. EXIST. 8' WATER MAIN
(CITY OF PHOENIX)



LANDSCAPED AREA
TO BE MAINTAINED
BY THE CITY OF PHOENIX.
(TYPICAL)

WASHINGTON ST./HOHOKAM T.I.

P.O.C. EXIST. 12' WATER MAIN
(CITY OF TEMPE)



LANDSCAPE TO BE
PROVIDED BY ADOT &
MAINTAINED BY THE CITY
OF TEMPE (TYPICAL)

UNIVERSITY DR./HOHOKAM T.I.



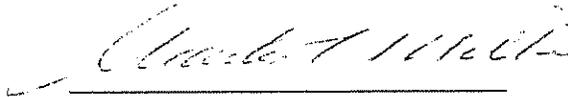
WATER SERVICE AND MAINTENANCE AGREEMENT EXHIBIT B

NOTE: ALL REMAINING LANDSCAPED R.O.W. AREAS TO BE MAINTAINED BY ADOT.

RESOLUTION

BE IT RESOLVED on this 27th day of November 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Cities of Phoenix and Tempe for the purpose of defining responsibilities to provide landscape maintenance water north of the Salt River Channel at the Hohokam Expressway.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.



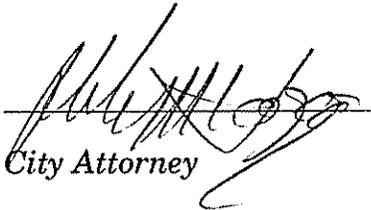
CHARLES L. MILLER, Director
Arizona Department of
Transportation

JPA 89-150

APPROVAL OF THE PHOENIX CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the CITY OF PHOENIX and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 30th day of November, 1990.


ACTING City Attorney

APPROVAL OF THE TEMPE CITY ATTORNEY

I have reviewed the above-referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the CITY OF PHOENIX and the CITY OF TEMPE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 30th day of Jan, 1991.



C. BRAD WOODFORD
Senior City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert E. Coxin~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR90-1291TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of May, 1991

GRANT WOODS
Attorney General

A handwritten signature in cursive script that reads "James R. Redpath".

James R. REdpath
Assistant Attorney General
Transportation Section

48 1/2

MLE(D)

0-7 REV 5-82

- GREEN — CITY CLERK
- WHITE — CITY ATTORNEY
- BLUE — CITY MANAGER
- PINK — ACCOUNTS NOTIFICATION
- CANARY — DEPARTMENT NOTIFICATION
- BUFF — DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA
REQUEST FOR COUNCIL ACTION

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M P 1.908

1. To the City Manager:

DATE December 6, 1990

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ORDINANCE RESOLUTION FORMAL ACTION.

LANDSCAPE MAINTENANCE AGREEMENT BETWEEN
THE STATE, THE CITY OF TEMPE, AND THE CITY OF PHOENIX
(Council District #8)

This request authorizes the City Manager to enter into a Landscape Maintenance Agreement with the State of Arizona through its Department of Transportation, and with the city of Tempe.

It is to the mutual advantage of the State, Phoenix, and Tempe to provide water and landscape certain areas within the right-of-way on SR-153, and to facilitate the use of the City of Phoenix and the City of Tempe water systems as outlined in the Intergovernmental Agreement.

The responsibilities are as follows:

The State shall prepare the design plans and install the landscaping.

The City of Tempe shall provide water and maintenance for approximately 6.6 acres as shown in exhibit A of the attached IGA.

The City of Phoenix shall provide water and maintenance for approximately 9.0 acres as shown in Exhibit A of the attached IGA.

The City of Phoenix and the city of tempe shall also provide water and maintenance for the right-of-way as shown in Exhibit B.

1990 DEC 21 PM 4:36
CITY CLERK DEPT.

2. Bid Bond (Surety) Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		3. Bond submitted by low bidder? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		4. Performance Bond (Surety) Required? \$ <u>NO</u>	
5. SOURCE OF FUNDS:			12. Recommended by: <u>[Signature]</u> Department/Function: <u>Street Transportation / Freeway Coordination</u> Division Head Signature: _____ Department Head Signature: <u>[Signature]</u> <u>Street Transportation Director</u>		
INDEX CODE: <u>2, 0, 3, 1, 8, 2</u>		SUBJECT: <u>2, 3, 0, 0</u>		PROJECT: _____	
\$ <u>40,000/year</u>		<input type="checkbox"/> BUDGETED <input checked="" type="checkbox"/> SUPPLEMENTAL <input type="checkbox"/> CONTINGENCY			
8. Emergency Clause? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		7. Requested by: <u>R. Bortfeld</u> Phone # <u>55817</u>		13. Approved as to availability of funds: <u>[Signature]</u> <u>MANAGEMENT & BUDGET DIRECTOR</u>	
IF LESS THAN FIVE COUNCIL MEMBERS ARE PRESENT: <input type="checkbox"/> CONTINUE ONE WEEK <input type="checkbox"/> ADOPT WITHOUT EMERGENCY CLAUSE		8. WP Document #: _____		14. Approved by: <u>[Signature]</u> <u>Deputy</u> CITY MANAGER	
9. Desired Agenda Date: <u>1/2/90</u>		11. Requisition #: _____			
10. Formal contract required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Previous contract #: _____			
15. Council action taken: <u>APPROVED</u>					
Formal action: RESOLUTION NO. _____		ORDINANCE NO. _____		DATE <u>1/2</u> 19 <u>91</u>	
CONTRACT NO. <u>#58071</u>		<u>(3411)</u>		<u>F-2766/1405</u> CITY CLERK'S FILE NO	

I, Helen R. Fowler, the duly appointed City Clerk of the City of Tempe, Maricopa County, Arizona, do hereby certify the following to be a true & exact excerpt of the Minutes of the Regular City Council Meeting of February 21, 1991, of the City of Tempe, Arizona.
DATED this 25th day of April, 1991.


Helen R. Fowler, CMC
City Clerk

insurance coverage before the State's hearing, the City's denial shall be automatically deemed an approval without further action by the City Council.

- **7a. **LIQ LIC (0210-02)** Held a public hearing and approved a special event liquor license (SL-209) for **The Caledonian Society of Arizona**, 3024 N. 21st Ave., Phoenix, AZ, to be held at Diablo Stadium, 2200 W. Alameda, Dr., Tempe, AZ, February 23, 1991, 12:00 noon - 3:00 PM, Richard P. Doria, Applicant.
- *8. **PLANNED DEVELOPMENT (0409)** Public hearing set for March 14, 1991, for **NORMAN L. WILTON JR.** for an Amended General and Final Plan of Development #SGF-91.04 for Petsmart Plaza consisting of 70,225 s.f. on 7.26 net acres located at 5024 S. Price Road. In addition the following is requested:
 - Use Permit
Allow a C-2 use/use permit for a 720 s.f. "antique store" in the PCC-1 Zoning District.
- *9. **LIBRARY ADMIN (0704-01)** Approved the Friends of the Library/Tempe Arts Commission co-sponsorship of the Tempe Library Art competition. The total cost to be shared on an equal basis is \$9,000. Council approved the expenditure of \$4,500 of the Municipal Art Fund towards the purchase of these artworks.
- *10. **ABATEMENTS (0602)** Authorized abatement at vacant lots at 1106-1112 E. Broadway Road; Complaint #C90-2832; removal of weeds and debris.
- *11. **ARIZONA DEPARTMENT OF TRANSPORTATION (0107-01)** Approved Contract #91-14 with the State of Arizona, Department of Transportation, and the City of Phoenix setting forth conditions for providing water and landscaping of certain areas on SR153 (Hohokam Expressway), Project No. 916364. Currently no Capital Improvement Projects funds are required. This new landscaping will impact the operating budget for water, electricity, and contracted services.
- *12. **STREETS (0809)** Approved Contract #90-41A with Southwest Slurry in the amount of \$129,000 for completion of the Local Street Renovation 89-90 and portions of 90-91 program. Project No. 906317A.

B. AWARD OF BIDS

- *13. **PURCHASES (1004-01)** Bid #91-0054 Awarded Contract #91-15 for router cutter blades to Brewer Cote for an annual estimated expenditure of \$24,284.92, including applicable taxes.

C. ORDINANCES FOR INTRODUCTION

- *14. **ABANDONMENT (0901) ORDINANCE NO. 91.08** Public hearing set for March 14, 1991 for the abandonment of an existing ingress-egress easement